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**FILED**  
**DEC 26 2019**  
By **B. PARKS**  
Deputy Clerk

**MONTANA SECOND JUDICIAL DISTRICT COURT  
BUTTE/SILVERBOW COUNTY**

<p>FX Solutions, Inc.</p> <p style="text-align: right;">Plaintiff,</p> <p>v.</p> <p>Matthew Brent Goettsche,</p> <p style="text-align: right;">Defendant.</p>	<p>Dept. Cause No. DV- 19-452</p> <p>KURT KRUEGER Judge, Dept. 1</p> <p><b>COMPLAINT</b></p> <p><b>SUMMONS ISSUED</b></p>
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**Parties and Venue**

1. FX Solutions, Inc. is a corporate entity registered to do business in Montana. The primary business of FX Solutions, Inc. is industrial construction and industrial service.
2. Plaintiff, Richard B. Tabish is the President, CEO and sole shareholder of FX Solutions, Inc.
3. Defendant Matthew B. Goettsche (hereinafter, Goettsche) is a resident of Colorado and majority owner of CryptoWatt Mining, LLC.
4. CryptoWatt Mining, LLC is a limited liability company organized under the

State of Delaware Limited Liability Company Act, registered to do business in the State of Montana.

5. CryptoWatt Mining, LLC (hereinafter “Cryptowatt”) owns and operates a “Bitcoin” mining facility at 200 Technology Way, Butte, Montana 59701.
6. Since January 31, 2018, FX Solutions, Inc. has contracted with CryptoWatt to operate its Bitcoin mining facility at 200 Technology Way, Butte, Montana 59701.

**Facts Common to All Claims**

7. In August 2018, Goettsche became the majority and controlling owner of Cryptowatt. Thereafter, FX Solutions, Inc. and Richard B. Tabish took direction from and dealt exclusively with Goettsche concerning all financial and operational aspects of CryptoWatt’s Bitcoin mining facility at 200 Technology Way, Butte, Montana 59701.
8. On December 5, 2019, Goettsche was indicted by a federal grand jury in the United States District Court, District of New Jersey, Criminal Number 19-877(CCC).<sup>1</sup>
9. The Indictment charges Goettsche with Conspiracy to Commit Wire Fraud and Conspiracy to Sell Unregistered Securities in connection with a ponzi scheme utilizing the BitClub Network to defraud investors in Bitcoin related investments of at least \$722 million between April 2014 and December 2019.
10. Goettsche is presently incarcerated by federal authorities pending trial

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<sup>1</sup> Copy of Indictment attached as Exhibit 1 and incorporated herein by reference

on the Indictment attached to this Complaint.

**First Claim for Relief: Breach of Contract-Pablo Project**

11. The allegations of all prior paragraphs are realleged and incorporated in this First Claim for Relief as if fully set forth herein.
12. In approximately August 2018, Goettsche entered an oral contract to hire FX Solutions, Inc. to build a Bitcoin mining facility at Pablo, Montana.
13. The contract called for Goettsche to pay the \$1.5 million balance owing on the land upon which the Bitcoin mining facility would be built and then fund the remaining complete buildout of the facility for a cost of \$5,065,195.50, including a \$4,010,195.45 payment for services to FX Solutions, Inc.
14. Goettsche paid the \$1.5 million balance owing on the land and obtained deeded title to the real estate.
15. With Goettsche having begun performance of the contract by purchasing the real estate, FX Solutions, Inc. embarked on its performance of the contract. FX Solutions, Inc. engaged CTA engineering to develop a site plan and building design. FX Solutions, Inc. hired Treasure State Construction to excavate and remove a concrete storage pad and set grade to pour a concrete floor. FX Solutions commissioned a study by Mission Valley Power to determine the total Megawatt draw of the Bitcoin mining facility FX Solutions, Inc. had contracted with Goettsche to build. FX Solutions, Inc.

incurred substantial costs by paying for the services of CTA engineering, Treasure State Construction and Mission Valley Power.

16. In late 2018, without explanation, Goettsche breached his contract with FX Solutions, Inc. to build a Bitcoin mining facility at Pablo, Montana and refused to pay FX Solutions, Inc. to move forward with construction.
17. Goettsche's breach of his contract with FX Solutions, Inc. caused FX Solutions, Inc. to suffer monetary damages in lost profits in an amount to be determined at trial as well as loss of good will and good reputation.

**Second Claim for Relief: Breach of Contract-Broadview**

18. The allegations of all prior paragraphs are realleged and incorporated in this Second Claim for Relief as if fully set forth herein.
19. In approximately August 2018, Goettsche entered an oral contract to hire FX Solutions, Inc. to build a Bitcoin mining facility at Broadview, Montana.
20. The contract called for Goettsche to fund the complete buildout of the facility for a cost of approximately \$100 million, including a \$14 million profit for FX Solutions, Inc.
21. Goettsche paid \$2.8 million to FX Solutions, Inc. to begin building the Bitcoin mining facility at Broadview.
22. With Goettsche having begun performance of the contract by paying \$2.8 million, FX Solutions, Inc. embarked on performing the contract. FX Solutions, Inc. engaged Northwest Energy and paid \$990,000 for a comprehensive Megawatt draw study of the Bitcoin mining



facility. In addition, FX Solutions, Inc. hired and paid subcontractors, rented heavy machinery, purchased materials, paid freight bills, hired and paid engineers and consultants, hired and paid labor and incurred other and substantial costs in performing its contract with Goettsche. This performance by FX Solutions, Inc. resulted in the construction of 4 miles of cement treated roads, an electrical substation, infrastructure, building pads and drainage control.

23. In late January 2019, Goettsche breached his contract with FX Solutions, Inc. and refused to pay any more money to FX Solutions, Inc. to build a Bitcoin mining facility at Broadview, Montana.
24. Goettsche's breach of his contract with FX Solutions, Inc. caused FX Solutions, Inc. to suffer monetary damages as well as loss of good will and good reputation. Specifically, prior to Goettsche's breach, FX Solutions, Inc. had advanced \$8,273,360.00 in performance of its contract with Goettsche. Goettsche's refusal to pay any more than his initial \$2,896,432.00, left \$5,376,928.00 due and owing to FX Solutions, Inc. Goettsche has never paid this amount due and owing to FX Solutions, Inc. Goettsche's breach also caused FX Solutions, Inc. to lose approximately \$14 million in profits it would have earned if Goettsche had not breached his contract with FX Solutions, Inc.

**Third Claim for Relief: Breach of Contract-Miner Retrofit**

25. The allegations of all prior paragraphs are realleged and incorporated in this

Third Claim for Relief as if fully set forth herein.

26. On November 25, 2018, Goettsche entered an oral contract to hire FX Solutions, Inc. to retrofit the Bitcoin miners at Cryptowatt's Butte Bitcoin mining facility.
27. The contract called for Goettsche to pay approximately \$3.5 million to FX Solutions, Inc for its services in retrofitting (upgrading) the Bitfury B8 Bitcoin miners to Bitmain S9 Miners in order to increase the efficiency and productivity of CryptoWatt's Butte Bitcoin mining facility.
28. With Goettsche's oral contract in place, FX Solutions, Inc. engaged CTA Engineering to design and Peterson Electric to install the Bitcoin miner retrofit at CryptoWatt's Butte Bitcoin mining facility and began work on the project.
29. During the course of the work performed on the contract by FX Solutions, Inc. and its subcontractors, Goettsche made payments totaling approximately \$830,409, then refused to make any more payments to FX Solutions, Inc., leaving a balance due and owing to FX Solutions, Inc. of \$2,560,464.54.
30. Goettsche's breach of his contract with FX Solutions, Inc. by refusing to pay for services, materials and labor that FX Solutions and its contractors had already provided caused FX Solutions, Inc. to suffer monetary damages of at least \$2,560,464.54 to be determined at trial, as well as loss of good will and good reputation.

**Fourth Claim for Relief: Breach of Contract-Operational Expenses**

31. The allegations of all prior paragraphs are realleged and incorporated in this Fourth Claim for Relief as if fully set forth herein.
32. FX Solutions, Inc. has been the General Contractor/facility operator at CryptoWatt's Butte Bitcoin mining facility since its inception in January 2018. Since Goettsche became majority owner of CryptoWatt in August 2018, Goettsche has failed to pay FX Solutions, Inc. invoices for services at the facility totaling approximately \$4,183,600.26.
33. Since his arrest on federal charges, Goettsche's unavailability to conduct financial transaction has caused all funding of CryptoWatt's operations at its Butte facility to cease, resulting in all CryptoWatt employees being laid off from their employment. In addition, Goettsche's unavailability to conduct financial transactions has resulted in approximately \$84,000 in checks to FX Solutions, Inc. to be returned for insufficient funds. These payments from CryptoWatt to FX Solutions, Inc. were largely designated for the payroll of the 32 employees of FX Solutions, Inc. that work at CryptoWatt's Butte facility. Mr. Goettsche's unavailability and failure to pay FX Solutions, Inc. for its services has put the jobs of the 32 employees of FX Solutions, Inc. that work at CryptoWatt's Butte facility in jeopardy.
34. As a result of Geottsche's breach of his contract by failure to pay FX Solutions, Inc. for services and materials it has provided to Cryptowatt, FX

Solutions, Inc. has suffered monetary damages in an amount exceeding \$3 million to be determined at trial.

**Fifth Claim for Relief: Actual and Constructive Fraud**

35. The allegations of all prior paragraphs are realleged and incorporated in this Fifth Claim for Relief as if fully set forth herein.
36. Beginning in approximately July 2018 and throughout the time period CryptoWatt has been mining Bitcoin at its Butte facility, Matthew Brent Goettsche has exercised exclusive control of the Bitcoin mined at CryptoWatt's Butte facility.
37. Matthew Brent Goettsche's exclusive control of the Bitcoin mined at Cryptowatt's Butte facility included requiring that the Bitcoin be mined to the very BitClub Pool that is described in the Indictment presently pending against Matthew Brent Goettsche and attached to this Complaint.
38. The Indictment establishes probable cause, that is, it is more likely than not that Matthew Brent Goettsche committed the crimes of Conspiracy to Commit Wire Fraud and Conspiracy to Sell Unregistered Securities as alleged in the Indictment.
39. Goettsche never informed FX Solutions, Inc. or any of its principals or employees that he was using CryptoWatt's Butte Bitcoin mining facility as part of or to facilitate the crimes he was allegedly committing as alleged in the Indictment.



40. As a result of Goettsche's actual and constructive fraud, FX Solutions, Inc. has suffered damages in an amount to be determined at trial, but not less than \$10 million.
41. As a result of Matthew Brent Goettsche's actual and constructive fraud, FX Solutions Inc. is entitled to punitive damages in an amount to be determined at trial.

**Prayer for Relief**

42. WHEREFORE, FX Solutions, Inc. prays for damages, relief and judgment against Matthew Brent Goettsche as follows:
  43. For general damages in an amount to be determined at trial.
  44. For special damages in an amount to be determined at trial.
  45. For punitive damages in an amount to be determined at trial.
  45. For expectancy damages in an amount to be determined at trial.
  45. For restitution damages in an amount to be determined at trial.
  45. For compensatory damages in an amount to be determined at trial.
  46. For attorney's fees and costs of prosecuting this lawsuit.

DATED this 23rd day of December, 2019.

KRIS A. MCLEAN LAW FIRM, PLLC

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Kris A. McLean  
Attorney for Plaintiff